

EXHIBIT E

In The Matter Of:
Zuma Press, Inc., et al. v.
Getty Images (US), Inc.

LESLIE ALLEN WALKER
April 23, 2018

The logo for Northern Lights Realtime & Reporting is displayed on a black rectangular background. The word "NORTHERN" is in a white, serif, all-caps font. Below it, the word "LIGHTS" is also in a white, serif, all-caps font, but with a stylized graphic element: a blue and green aurora-like swirl that loops around the letter 'L'. A thin white horizontal line separates "LIGHTS" from the words "REALTIME & REPORTING", which are in a white, serif, all-caps font.

Original File NL18-096 - Zuma v Getty - LA Walker - 23Apr18.txt

Min-U-Script® with Word Index

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK
ZUMA PRESS, INC., ACTION SPORTS)
PHOTOGRAPHY, INC., TIYU (BEIJING))
CULTURE MEDIA CO. LTD., MANNY)
FLORES, ANDREW DIEB, CHRISTOPHER)
SZAGOLA, LOUIS LOPEZ, CHARLES)
BAUS, DUNCAN WILLIAMS, ROBERT)
BACKMAN, JOHN MIDDLEBROOK, and)
ANTHONY BARHAM,)
Plaintiffs,)
vs.)
GETTY IMAGES (US), INC.,)
Defendant.)

Case No. 1:16-cv-06110 (AKH)

DEPOSITION OF LESLIE ALLEN WALKER

April 23, 2018
9:30 a.m.

Taken at:
Davis Wright Tremaine, LLP
188 West Northern Lights Boulevard, Suite 1100
Anchorage, Alaska 99503

Reported by: Sandra M. Mierop, CRR, CCP, CBC

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1 certain documents.

2 Do you see that?

3 A. Yes.

4 Q. Did you review the documents referred
5 to in this declaration before signing the
6 declaration?

7 A. Yes.

8 Q. What is your current occupation?

9 A. Currently, a truck driver.

10 Q. Do you do anything else in addition to
11 driving trucks?

12 A. Yes. I do pottery.

13 Q. Were you previously associated with
14 the photographic licensing agency called
15 NewSport?

16 A. Yes.

17 Q. Would you please describe NewSport?

18 A. It was a small boutique photo agency
19 working with a select few worldwide
20 photographers where they submitted their images
21 to us and then we distributed them for
22 licensee.

23 Q. Generally speaking, how did NewSport
24 license its collection to end users?

25 A. Through Corbis. We fed Corbis images,

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1 and Corbis then licensed them.

2 Q. And approximately how many images did
3 NewSport license through Corbis?

4 A. I'd say well over 100,000. I don't
5 know the exact number. But I know it's upwards
6 of that.

7 Q. And approximately how many different
8 photographers' works were reflected in the
9 NewSport collection?

10 A. 400-plus. 450. Somewhere in there.

11 Q. What was your role at Newsport?

12 A. I was director. Basically, in charge
13 of organizing credentials for photographers to
14 be able to get into events so then they could
15 feed us images. Then I controlled, you know,
16 the payout to all the photographers. And --
17 wrangling, basically.

18 Q. At some point, did you hold the
19 collection -- excuse me, the title of president
20 of Newsport?

21 A. Yes, I did.

22 Q. When did you become the president?

23 A. Roughly -- I can't actually remember
24 the day. Let me refer back to what I wrote.

25 2000 --

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1 Q. 2006?

2 A. Yeah, 2006. It was right around that
3 time.

4 Q. Are you a photographer yourself?

5 A. Yes.

6 Q. Are photographs that you have taken
7 personally part of the Newport collection?

8 A. Some are, and some are not.

9 Q. Do you -- for the photographs that
10 you've taken personally that are not part of
11 the Newport collection, have you licensed
12 those separately from the Newport collection?

13 A. Yes.

14 Q. Why are those licensed separately from
15 the Newport collection?

16 A. It was when -- those images were when
17 I was a surf photographer and wanted to keep
18 all my surfing historical images separate from
19 what I would consider the mainstream sports
20 images.

21 Q. Those are photographs that you took
22 prior to joining Newport?

23 A. Oh, yes.

24 Q. Do you have any formal education after
25 high school?

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1 system and then for them to license the images
2 for me.

3 Q. Were the royalties paid by Corbis
4 under the NewSport contracts reported
5 separately from the royalties paid by Corbis
6 under your personal contributor agreements?

7 A. Yes.

8 Q. And did you continue to license your
9 personal collection through Corbis until Corbis
10 exited the photographic licensing business in
11 2016?

12 A. Yes, I did.

13 Q. Are you familiar with the phrase
14 "premium contributor agreement"?

15 A. Yes, I am.

16 Q. What do you understand the phrase
17 "premium contributor agreement" to mean in
18 relation to Corbis?

19 A. That premium contributor agreement was
20 an agreement that gave us -- gave me and
21 NewSport a far larger percentage rate of the
22 licensee or the sale of the images.

23 So, basically, it was -- we were
24 a VIP contributor.

25 Q. And premium contributors received a

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1 higher share of the licensing revenue in the
2 form of royalties paid by Corbis?

3 A. Yes. Roughly, around 10 percent more.

4 Q. Did you work for ZUMA Press from
5 September 2011 until January 2013?

6 A. Yes, I did.

7 Q. How did you meet Scott McKiernan?

8 A. I was introduced to him through a
9 friend. I was shopping around the idea of
10 selling Newsport, and my friend put me in touch
11 with Mr. McKiernan, and we had met once.

12 Q. And did you sell the NewSport
13 collection to Mr. McKiernan?

14 A. No.

15 Q. Did you reach some other arrangement
16 whereby you and Mr. McKiernan and ZUMA Press
17 would be working together?

18 A. Yes. I discussed my premium contract
19 with Mr. McKiernan, and he found out I was
20 getting 10 percent more to feed images or to --
21 or to have images licensed through Corbis than
22 he was. So we came up with the idea of just
23 having me come to ZUMA and I can run his sports
24 department, and he can then feed his sports
25 images through my contract with Corbis, take

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1 over all the responsibilities of me paying the
2 photographers and all the accounting. I would
3 continue to assist photographers with
4 credentialing, but this allowed Scott and ZUMA
5 to make 10 percent more on their sports imaging
6 by using me.

7 And also, I had built up
8 relationships with USIOC, USOC and the IOC, so
9 it offered the ability for ZUMA to have Olympic
10 credentials which they previously didn't have
11 either.

12 Q. USOC is a reference to the United
13 States --

14 A. United States Olympic Committee.

15 Q. And IOC is?

16 A. International Olympic Committee.

17 Q. Did you ever sign an employment
18 contract with ZUMA Press?

19 A. No.

20 Q. Did you continue to manage and license
21 the Newport collection while you were working
22 for ZUMA Press?

23 A. Yes.

24 MR. MARKS: I'd like to mark as
25 Walker Exhibit 7 a document bearing the Bates

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1 No. ZUM00275.

2 (Walker Exhibit No. 7 marked:
3 E-mail chain dated 10/3/11; Bates No.
4 ZUM00275.)

5 Q. (BY MR. MARKS) Mr. Walker,
6 disregarding the correspondence from
7 Mr. Stewart to Mr. Liebowitz at the very top,
8 is the -- have you seen the e-mail in the body
9 of this Exhibit 7 before?

10 A. Yes. "Subject, Corbis Fee." It was
11 an e-mail from me sending to everybody in the
12 ZUMA office my upload information on how to
13 send the images to the Corbis Newport on --
14 Corbis NewSport contract.

15 Q. Is this the file transfer protocol?

16 A. Yes, the FTP.

17 Q. That -- that was unique to the
18 NewSport contract?

19 A. Yes. All the FTPs, file transfer
20 protocol, all had the agency name and the
21 contract number, and this one is NewSport.9995,
22 which was my contract with Corbis.

23 Q. And is that how Corbis would know that
24 contract submitted through these credentials
25 were to be associated with the NewSport

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1 collection?

2 A. Yes.

3 Q. And we mentioned Mr. McKiernan
4 earlier. Do you know what his role was at ZUMA
5 Press at the time you worked there?

6 A. Owner.

7 Q. And there's also a reference to a
8 Mr. Stewart. Do you know Mr. Stewart?

9 A. Yeah, he's a news director.
10 Basically, overseeing all imagery coming in.

11 Q. Was ZUMA Press already licensing
12 images through Corbis at the time that you
13 joined ZUMA Press?

14 A. Yes.

15 Q. And did ZUMA Press have its own
16 transmission protocols?

17 A. Yes. We then diverted the sports
18 imaging to my FTP.

19 Q. What is your understanding of why ZUMA
20 Press wanted to use the Newport transmission
21 protocols to submit photographs to Corbis?

22 A. Oh, it was to receive the 10 percent
23 extra based on my premium contract with Corbis.

24 Q. And when you say "10 percent extra,"
25 do you mean that there was a 10 percent

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1 Q. Is that your signature in the lower
2 left-hand block?

3 A. Yes, it is.

4 Q. Is that Mr. McKiernan's signature in
5 the lower right-hand block?

6 A. Yes, it is.

7 Q. Did you watch him sign it?

8 A. Yes, I did.

9 Q. This form is entitled "Request for
10 Redirection of Royalty Payments." What is your
11 understanding of what this form is?

12 A. Instead of me receiving the payment of
13 images licensed from Corbis deposited directly
14 into my account, we redirected those deposits
15 into Scott McKiernan's and ZUMA's account.

16 Q. Is this document based on a form that
17 was provided by Corbis?

18 A. Yes.

19 Q. At the time that you signed this
20 document, did you understand that Corbis was
21 requiring a reaffirmation that NewSport had the
22 authority to grant all rights and licenses
23 provided in the NewSport Corbis contract for
24 all the images submitted to Corbis under that
25 contract?

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1 A. Yes.

2 Q. Did the royalty rate that Corbis paid
3 to NewSport change at some point in 2012?

4 A. Yes, it did. It went to the standard
5 rate.

6 Q. Did ZUMA Press continue to submit
7 photographs to Corbis using the NewSport
8 transmission protocols after the royalty rate
9 change?

10 A. Yes.

11 Q. Do you know when ZUMA Press stopped
12 submitting photographs to Corbis through the
13 NewSport feed?

14 A. Not a specific date, but it was right
15 around the time of my departure.

16 Q. Was it after you left -- after you
17 left ZUMA Press?

18 A. Yes.

19 Q. But sitting here today, you don't --
20 you can't pinpoint a specific day or month?

21 A. No, no.

22 MR. MARKS: Let me mark as Walker
23 Exhibit 9 a document bearing the Bates Nos.
24 ZUM00317 to ZUM00318.

25 (Walker Exhibit No. 9 marked:

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1 page there's a reference to broken promises?

2 A. Yes.

3 Q. What is that a reference to?

4 A. Scott, when initially entering into
5 this verbal agreement with him and using my fee
6 to Corbis -- the premium fee to Corbis, that I
7 would, over time, become a more important role
8 in ZUMA as a team, and acquire more
9 responsibilities and be compensated as such.
10 And that never transpired.

11 Q. Is the failure of ZUMA Press to live
12 up to those promises the reason for your
13 departure from the company?

14 A. The failure to compensate me when
15 asking for a small 5 percent increase, and
16 actually, the atmosphere at ZUMA became
17 untenable after -- not soon after the change in
18 my contract with Corbis going from premium to
19 standard. I felt I was definitely no longer a
20 value to ZUMA because they weren't making the
21 10 percent extra through me.

22 MR. MARKS: I'd like to mark as
23 Walker Exhibit 12 a document bearing the Bates
24 No. ZUM00342.

25 (Walker Exhibit No. 12 marked:

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1 E-mail string dated 1/9/13; Bates No.

2 ZUM00342.)

3 Q. (BY MR. MARKS) Mr. Walker, again,
4 disregarding the forwarding of this e-mail from
5 Mr. McKiernan to his attorney, is the
6 substantive e-mail in the middle of the page an
7 e-mail that you've seen before?

8 A. Yes.

9 Q. What is that e-mail?

10 A. Basically, my letter of resignation
11 and a good-bye to my colleagues I worked with
12 there.

13 Q. Was it your intention at the time that
14 you sent this e-mail to continue to operate and
15 manage the NewSport -- licensing of the
16 NewSport collection?

17 A. At the time, yes.

18 Q. And did you, in fact, continue to
19 manage and license the NewSport collection
20 after sending this e-mail?

21 A. Yes.

22 MR. MARKS: Let me mark as Walker
23 Exhibit 13 a two-page document bearing the
24 Bates Nos. ZUM00004 to 5.

25 (Walker Exhibit No. 13 marked:

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1 A. Yes.

2 Q. Do you know what that's a reference
3 to?

4 A. I think that since when I quit ZUMA
5 there was an overlap of royalty payment for a
6 month that I had stopped the payment going to
7 ZUMA's account to mine. So there was going to
8 overlap of one month of royalty payments. So,
9 when they paid me, I would just look through
10 and see what images were on there, give ZUMA
11 their slice and take mine.

12 Does that, you know, make sense?

13 Q. Yeah, I just want to follow up and
14 make sure that I fully understand.

15 When you left ZUMA Press, you
16 spoke to Corbis to redirect the royalty
17 payments from the NewSport account back to your
18 attention instead of continuing to go to the
19 attention of ZUMA Press, correct?

20 A. Correct. And all part of that
21 conversation was to move the ZUMA images out of
22 the NewSport archive. It was all the same
23 conversation.

24 Q. And until that happened, if you
25 receive royalties from Corbis for NewSport's

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1 licensing of images that ZUMA Press had fed,
2 then you would give the money back to ZUMA
3 Press?

4 A. Yes.

5 Q. And is, in fact, that what happened?

6 A. Yes.

7 THE WITNESS: Can I take a water
8 break?

9 MR. MARKS: Please. Why don't we
10 go off the record and take a short break?

11 (Break.)

12 MR. MARKS: Let me mark as Walker
13 Exhibit 15 an e-mail chain bearing the Bates
14 Nos. ZUM00292 to 98.

15 (Walker Exhibit No. 15 marked:
16 E-mail string dated 2/11/13; Bates Nos.
17 ZUM00292 through 298.)

18 Q. (BY MR. MARKS) Mr. Walker, Exhibit
19 No. 15 is a chain of e-mails, the earliest in
20 time of which you were either a sender or a
21 recipient, and the top e-mails of the chain
22 you're not copied on.

23 I'm going to focus my attention
24 on the e-mails beginning at the bottom of page
25 292 on which you are the sender or the

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1 Q. But do you know what, if anything,
2 Corbis actually did to -- to --

3 A. I have --

4 Q. Let me finish the question.

5 Do you know what, if anything,
6 Corbis actually did to disassociate the
7 NewSport photos from the NewSport collection?

8 A. No.

9 Q. Let me mark as Walker Exhibit 16 a
10 document bearing the Bates No. ZUM00327 to 28.

11 (Walker Exhibit No. 16 marked:
12 E-mail string dated 2/11/13; Bates Nos.
13 ZUM00327 through 328.)

14 Q. (BY MR. MARKS) Disregarding the
15 banner at the top of this e-mail --

16 A. Uh-huh.

17 Q. Is the chain of e-mails on ZUM00327 an
18 exchange of e-mails between you and Mr. Stewart
19 on February 11th, 2013?

20 A. Yes.

21 Q. Do you recall this exchange of
22 e-mails?

23 A. Yes.

24 Q. And does this -- does this reflect
25 that you and ZUMA Press could not come to an

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1 Seth said, "This gentleman will be able to help
2 you. Explain to him what it is." It was easy.
3 I said, "Any images tagged 'ZUMA' should no
4 longer be in the NewSport archive."

5 And I assume that was taken
6 place.

7 Q. But, again, you don't know what steps,
8 if any --

9 A. No, I -- my assumption is that they
10 copied those images -- okay.

11 Q. I don't want you to assume anything.

12 A. All right.

13 Q. We just want to know what you actually
14 know or don't know.

15 A. Yes, I don't know what they did.

16 Q. After you left ZUMA Press in January
17 of 2013, you continued to license the NewSport
18 collection through Corbis, correct?

19 A. Yes.

20 Q. Did NewSport continue to receive
21 royalties from Corbis for that collection?

22 A. Yes.

23 Q. Can you recall any further
24 communications with ZUMA Press after early
25 February, 2013?

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1 NewSport had authorized Getty Images to license
2 the NewSport collection through the Getty
3 Images platform?

4 A. Yes, in jest, the NewSport collection.
5 I believe that's the terminology they use.

6 MR. MARKS: I'd like to mark as
7 Exhibit 17, a document bearing the number
8 GETT00051389 through 93.

9 (Walker Exhibit No. 17 marked:
10 Getty Images Contributor Agreement; Bates Nos.
11 GETT00051389 through 51393.)

12 Q. (BY MR. MARKS) Mr. Walker, have you
13 seen Exhibit 17 before?

14 A. Yes. This is my contributor
15 agreement.

16 Q. This is the contract you signed with
17 Getty Images for licensing the NewSport
18 archive?

19 A. It could be, because there was a
20 confusion between my Les Walker archive and the
21 NewSport archive.

22 Q. Your intention was to license the
23 NewSport archive to Getty Images?

24 A. Yes, that's what I believe what I'm
25 signing here.

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1 Q. Your understanding is that Getty
2 Images was interested in signing the NewSport
3 archive?

4 A. Yes, they were.

5 MR. MARKS: Let me mark as Walker
6 Exhibit 18 a document bearing the Bates Nos.
7 GETT00047900 to 902.

8 (Walker Exhibit No. 18 marked:
9 E-mail string dated 4/12/16; Bates Nos.
10 GETT00047900 through 47902.)

11 Q. (BY MR. MARKS) Mr. Walker, have you
12 seen the chain of e-mails in Exhibit 18 before?

13 A. Yes.

14 Q. And what is this -- what is this chain
15 of e-mails about?

16 A. Basically, setting up my NewSport
17 account and trying to disseminate and keep it
18 separate from my personal account of images.

19 Q. And this was your follow-up because
20 you wanted the NewSport photo agency content to
21 transfer from Corbis over to Getty Images?

22 A. Yeah. As stated in this e-mail, I've
23 been trying to set up my NewSport account for
24 you guys to sell my images, but my personal
25 account is also associated with my personal

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1 e-mail. So there's a bit of confusion.

2 But, yes, this was to facilitate
3 and assist getting the NewSport images
4 represented by Getty.

5 MR. MARKS: And I'd like to mark
6 as Exhibit 19 a document bearing Bates Nos.
7 GETT00047204 to 206.

8 (Walker Exhibit No. 19 marked:
9 E-mail string dated 4/16/16; Bates Nos.
10 GETT00047204 through 47206.)

11 Q. (BY MR. MARKS) Have you seen the chain
12 of e-mails in Exhibit 19 before?

13 A. Yes.

14 Q. And these are e-mails from -- that go
15 back and forth between you and Getty Images
16 concerning the transfer of the NewSport photo
17 agency content, the migration of the NewSport
18 photo agency content from Corbis to Getty
19 Images?

20 A. Yes.

21 Q. At the time that you authorized the
22 migration of the NewSport collection of images
23 from Corbis to Getty Images, did you have an
24 understanding of whether the images submitted
25 to Corbis by ZUMA Press using the NewSport

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1 that photo.

2 So, when I saw that meta data,
3 that set off tons of alarms that the ingestion
4 process or whatever Corbis did on their side
5 compromised the meta data.

6 Q. Did -- did Getty Images change the
7 meta data?

8 A. Not at all.

9 MR. MARKS: Object to the form.

10 Q. (BY MR. LIEBOWITZ) How do you know
11 that?

12 A. Because they were concerned about the
13 mistake also. They didn't know how my name got
14 stripped in as photographer, or that ZUMA was a
15 contributor.

16 Q. Okay. Just looking down at the same
17 GETT00047365 --

18 A. Uh-huh.

19 Q. -- is an e-mail from David -- and just
20 for the record, I'm just going to do David W.
21 as Dave Wojtczak at Getty Images, just for --
22 to speed things up, and for pronunciation.

23 Do you recall what you spoke
24 about with David on the phone?

25 A. Yeah. It was about the strange meta

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1 advising Getty that I wish them no longer to
2 represent my NewSport images.

3 Q. And why was that?

4 A. Because I was afraid there was some
5 confusion or something that happened prior --
6 something that happened at Corbis prior to
7 Getty ingesting the images that made all of the
8 NewSport archive compromised with meta data --
9 the meta data was compromised in some manner.

10 Q. Okay. So, it's the wrong meta data?

11 A. Yes, as my name was stripped in as the
12 photographer for every single image.

13 Q. And that shouldn't have been there?

14 A. I didn't take some of those.

15 And I was also concerned that
16 there was a lot of confusion about the
17 NewSport/ZUMA images. So I just wanted to stop
18 everything, pull it all down. Let's figure it
19 out.

20 Q. Do you know, did Getty take the images
21 down?

22 A. Oh, absolute -- immediately.

23 MR. LIEBOWITZ: I'll introduce
24 Walker Exhibit 27.

25 (Walker Exhibit No. 27 marked: